11

KNOW all Men eſe Preſents,

That I Joshua rowell of Den County of Barnstable yarmon & I Sa rah Crowell wife to said Joshua Crowell —

in Conſideration of th irty Dollars lawful Money, paid by Hersey Cr owell of said town & County yeoman —

the Receipt whereof we do hereby acknowledge, do hereby give, grant, ſell and convey unto the ſaid Hersey Crowell a Certain peice of wood Land Lying in Crocketneck in said Dennis Containing three acres more or Less Bounded as follows on the West Side by the Land of John Crowells Deceased & on the North End by Edward Crowell Land and on the East Side by the Land of Jonathan Crowell & at the South End by the Sea with all the previlages to the same belonging —

TO HAVE AND TO HOLD the afore-granted Premiſes to the ſaid Hersey Crowell and his — Heirs and Aſſigns, to their own Uſe and Behoof forever.

AND we do covenant with the ſaid Hersey Crowell & his Heirs and Aſſigns, That we are lawfully ſeized in Fee of the afore-granted Premiſes; That they are free of all Incumbrances; That we have good Right to ſell and convey the ſame to the ſaid Hersey Crowell —

AND that we will warrant and defend the ſame Premiſes to the ſaid Hersey Crowell — & his — Heirs and Aſſigns, forever, againſt the lawful Claims and Demands of all Perſons.

In Witneſs whereof, we the ſaid Joshua Crowell & Sarah Crowell — have hereunto ſet our Hand and Seal this fifteenth — Day of January — in the Year of our Lord *One thouſand ſeven hundred and ninety* Six

Signed, ſealed, and delivered in Preſence of us,

Elizabeth Hall

Atherton Hall

I Edward Crowell quit my rit to this land

Joshua Crowell

her
Sarah X Crowll

Barnstable ſſ. March 16th — 1796. *THEN the above-named* Joshua Crowell *acknowledged the above Inſtrument to be* his — *free Act and Deed—before me,*

Hall Juſtice of the Peace.

Joshua Crowell Deed
to Hersey Crowell

Recd. Jany. 18th 1797 - and is Recorded in the 50th Book
of Records for the County of Barnstable folio 65 &
Compared — pr Ebenr. Bacon Regr

2.

KNOW all Men by theſe Preſents,

That I Elisha Baſsett of Dennis in the County of Barnstable Yeoman

in Conſideration of four hundred and sixty eight Dollars lawful Money, paid by Josiah Hall of Dennis aforesaid Yeoman

the Receipt whereof I do hereby acknowledge, do hereby give, grant, ſell and convey unto the ſaid Josiah Hall a certain piece of land lying in Dennis aforesaid at a place called indian fields containing six Acres be the same more or leſs and is bounded as follows. Viz. On the north side by Deacon Joseph Howes and Paul Howes Land. on the east side by Ezra Howes land on the south side by Paul Howeses Land and on the West side by Aaron Crowel [illegible] Land with all my priviledge of way over Capt. Daniel Howeses land and the land belonging to the Heirs of the late Deacon Joseph Howes. with all the priviledges and apurtinences thereunto belonging.

TO HAVE AND TO HOLD the afore-granted Premiſes to the ſaid Josiah Hall his Heirs and Aſſigns, to his and their Uſe and Behoof forever.

AND I do covenant with the ſaid Josiah Hall his Heirs and Aſſigns, That I am lawfully ſeized in Fee of the afore-granted Premiſes; That they are free of all Incumbrances; That I have good Right to ſell and convey the ſame to the ſaid Josiah Hall

AND that I will warrant and defend the ſame Premiſes to the ſaid Josiah Hall his Heirs and Aſſigns, forever, againſt the lawful Claims and Demands of all Perſons.

In Witneſs whereof, I the ſaid Elisha Baſsett and Susanna Wife of the said Elisha in token of her free consent have hereunto ſet our Hands and Seals this sixteenth Day of March in the Year of our Lord *One thouſand ſeven hundred and ninety* seven

Signed, ſealed, and delivered in Preſence of us,
Henry Baſsett
Jth Howes

Elisha Baſsett.
Susanna Baſsett

Barnſtable ſſ. March 16: 1797. *THEN the above-named* Elisha Baſsett & *acknowledged the above Inſtrument to be* his *free Act and Deed—before me,* Jeremiah Howes { Juſtice of the Peace.

Elisha Baſsetts Deed to
Josiah Hall.

Recd

x x x

3/

Received May 12th 1797 and is recorded in the 49th Book of records for the County of Barnstable Folio 180 and compared Attest Ebenr. Bacon Regr

Barnstable ss. Dennis Octr 28th 1828
Recorded in the County Record book for the Town of Dennis No. 1 page 215 and is Compared
Attest Jona Nickerson Regr

4.

Know all men by these presents. That I Thomas Seabury of Brewster in the County of Barnstable Gentleman as administrator on the estate of my Brother David=Seabury late of Dennis deceas'd in consideration of seventy Dollars paid by Judah & Isaac Hall of Dennis in ye County aforesaid yeomen, the receipt whereof I do hereby acknowledge do hereby give grant sell and convey unto the said Judah & Isaac Hall one piece of wood land lying in Dennis bounded as follows viz on the North by ye Widdow Anne Hall on the west by graſsy pond so called on the south by a pond on the east by ~~Edward Hall~~ Dan'l Howes land containg about three acres and one half be the same more or leſs. To have and to hold the above granted premises to them the said Judah & Isaac Hall their heirs and aſsigns forever & I the said Thomas Seabury for myself my heirs & aſsigns in my said capacity having obtained licence from the Justices of the court of common pleas for the County aforesaid to sell the above said Land & that I will warrent & Defend the same to the said Judah & Isaac Hall their heirs and aſsigns forever against the lawfull Claims & Demands of all persons

In witneſs whereof I have hereunto set my hand and seal this ~~twenty third~~ 22d Day of April One Thousand eight hundred and six

Thomas Seabury

Sign'd Seal'd & Deliver'd in presence of

Jonathan Berry

Thomas G. Seabury

Barnstable ss April 25th 1806 then the above named Thos Seabury acknowledged the above Instrument to be his free act and deed before me

Isaac Clark Justice of peace

Thomas Seabury
to
Judah & Isaac Hall

Thomas Seabury
to
Judah & Isaac Hall
paid
xxx

Rec.d March 2.. 1807 and is recorded in the 63.o Book of Records for said County of Barnstable folio 1.st

pr Ebenr Bacon Reg

Barnstable Ss Dennis Octr 28th 1828
Recorded in the County Record Book
for the Town of Dennis No 2 page 122
and is compared
Attest Jona Nickerson Regr

4.

KNOW all Men by theſe Preſents,

That I David Vincent of Dennis in the County of Barnstable yeamon

in Conſideration of one hundred and fifty three Dollars paid by Judah Hall and Reuben Hall of Dennis in afor said County mariners

the Receipt whereof I do hereby acknowledge, do hereby give, grant, ſell and convey unto the ſaid Judah Hall and Reuben Hall to them and their heirs and Assigns forever a Certain piece of marsh Situated in Dennis at a place Called the Creek marsh - Containing one acre and a half be the same more or less and is bounded as follows Viz on the Easterly and Southerly corner ~~[illegible]~~ at a Stone by the Cartway Sets from thence Southerly in the rang of Nathan Hall to a Stone and on the Same Course to Creek: then Sets Northerly and Westerly by Said Creek to ~~the~~ the Cartway then Sets Southerly by Said Cartway to the first mentioned bounds with all the priviliges and appurtenances belonging to the same premises

To **Have** and to **Hold** the afore-granted Premiſes to the ſaid Judah Hall & Reuben Hall their Heirs and Aſſigns, to them & their Uſe and Behoof forever.

AND I do covenant with the ſaid Judah Hall & Reuben Hall their Heirs and Aſſigns, That I am lawfully ſeized in Fee of the afore-granted Premiſes; That they are free of all Incumbrances; That I have good Right to ſell and convey the ſame to the ſaid Judah Hall & Reuben Hall

AND that I will warrant and defend the ſame Premiſes to the ſaid Judah Hall & Reuben Hall their Heirs and Aſſigns forever, againſt the lawful Claims and Demands of all Perſons.

In Witneſs whereof, I the ſaid David Vincent and Sarah Vincent wife to the Said David in token of her free Consent have hereunto ſet their Hand and Seal this Second Day of January in the Year of our LORD *One thouſand eight hundred and* Seven

Signed, ſealed, and delivered in Preſence of us,

Jeremiah Howes

Mehitable Hedge

David Vincent

Sarah her + mark Vincent

Barnstable ss. January 2th - 1807 *Then the above-named* David Vincent *acknowledged the above Inſtrument to be* his *free Act and Deed—before me,*

Jeremiah Howes Juſt. of Peace

David Vincent to
Judah & Reuben Hall
Paid

Barnstable ss.
Rec.d March 2d 1807 and is recorded in the
63d Book of Records for
said County of Barnstable folio 4
pr Eben.r Bacon Reg

Barnstable ss: Dennis octr 28 1826
Recorded in the County Record book for
the Town of Dennis No 1 page 216
and is compared
Attest Jona Nickerson Regt

Bill of Sale
1/3 Schooner Dinah

and that she measurs forty one Tons and 50/95 ths that she is a Square sterned Schooner has no Galleries and no figure head the Said Uriah Howes having agreed to the description and admeasurement above specified and Sufficient Security having been given according to the act the Said Schooner has been duly enroled at the Port of Barnstable - Given under my hand and Seal at the port of Barnstable this twentieth day of April in the year one Thousand Eight hundred and nine

To have and to hold the Said granted and barganed one third part of the Schooner Dinah of Dennis and premises with the appurtenances unto the Said Jeremiah Howes Jr his heirs executors administrators or Assigns to his proper use benefit and behoof forever and I ~~am~~ the Said Uriah Howes that I do avouch I to the true and lawfull owner of the Said one third part of the Schooner Dinah of Dennis and her Appurtenances and have full power good right and lawfull authority to dispose of the Said third part of Said Schooner and her Appurtenances in Manner as aforsaid and furthermore I the Said Uriah do hereby Covenant and agree to Warrant and defend the Said one third part of Said Schooner Dinah and Appurtenances against the Lawfull clames and demands of all persons Whatsoever unt the Said Jeremiah Howes Jr in Witness Whereof I the Said Uriah Howes have hereunto set my hand and Seal the twentysixth day of March in the year of our Lord one Thousand Eight hundred and ten

Signed Sealed & delivored
in presence of us

Uriah Howes —

Abner Howes

5. To all people to whom this preſent bill of Sale Shall Come
I Uriah Howes of Dennis in the County of Barnſtable in
the Commonwealth of Maſsts mariner — Send Greeting

Know ye that I the Said Ureah Howes ~~mariner~~ and in
Considration of the Sum of two hundred twenty Dollars
to me in hand well and and truly paid at or
before the ensealing and delivery of theſe preſents by
Jeremiah Howes Jr of Dennis in the County of
Peron. Barnſtable in the Commonwealth of Maſsts
mariner — the receipt whereof I do hereby ack-
nowledge and I are therewith fully and enterly Satis-
fied contented have granted bargned and Sold and
by theſe preſents do grant bargain and and Sell
unto the Said Jeremiah Howes Jr one third part
of all the hull and body of the good Schooner
Dinah of Dennis together with her boat & all
and Singular her Sails & rigins and C
now lying in Dennis and enroled at the port
of Barnſtable the Certificate of whose enrolment
Permanent is as follows Viz No 56 fifty Six enrolment
(52) in conformity to act of Congreſs of the united
States of America entitled an act for enrolling
Willm Otis and licensing Ships or Veſsels to be employed in
Collr the Coasting trade and fisheries and for regulating
the Same Uriah Howes of Dennis State of Maſs-
achusetts mariner having taken or Subſcribed
the oath required by the Said act and having
Sworn that he together with Abner Howes
of Said Dennis Robart Homer Jr & Daniel Homer
both of yarmouth in Said State are citizens of
of the United States sole owners of the Ship or
Veſsel Called the Dinah of Dennis whereof the
Said Uriah Howes is at preſent master and as
he hath Sworn is a citizen of the united States and that
the Said Ship or Veſsell was built at Barnſtable in Said
State in the year Seventeen hundred ninety two as appears
by a former permanent certificate of enrolment iſsued at this port
the twenty eight of march 1807 No 48 now Snieus ~~and~~
upon and Canseled and partial transfered of property and appears
by Said permanent Enrolment having Certified that the Said
ship or veſsel has one deck and two mast and that her length
is fifty three feet Six Inches her breadth Seventeen feet her depth
five feet eight inches

6.

KNOW all Men by theſe Preſents,

That I Mary Hall of Dennis in the County of Barnſtable widow

in Conſideration of two hundred and Teen Dollars paid by Judah Hall and Isaac Hall of Dennis in the County of Barnſtable mariners

the Receipt whereof I do hereby acknowledge, do hereby give, grant, ſell and convey unto the ſaid Judah Hall and Isaac Hall to them and there heirs and aſsigns forever a Certain piece of Cleared land Situated in Dennis near to Aaron Crowells houſe Containing twelve acres be the Same more or leſs and is bounded as follows viz on the Northerly and Eaſterly Side in the rang of Aaron Crowell as the fence now ſtand and on the Eaſt end by the flax pond and on the South in the rang of Jonah Hall-hairs as the fence now Stands and on the Weſterly Side in the rang of Jeſse Hall as the fence now Stand and on the north end by the road that goes to Suetnuk: with all the priviliges and appurtinances thereto belonging.

To **Have** and to **Hold** the afore-granted Premiſes to the ſaid Judah Hall and Isaac Hall there Heirs and Aſſigns, to there Uſe and Behoof forever.

And I do covenant with the ſaid Judah Hall and Isaac Hall there Heirs and Aſſigns, That I am lawfully ſeized in Fee of the afore-granted Premiſes; That they are free of all Incumbrances; That I have good Right to ſell and convey the ſame to the ſaid Judah Hall and Isaac Hall

And that I will warrant and defend the ſame Premiſes to the ſaid Judah Hall and Hall ther Heirs and Aſſigns forever, againſt the lawful Claims and Demands of all Perſons.

In Witneſs whereof, I the ſaid Mary Hall have hereunto ſet my Hand and Seal this forth Day of March in the Year of our Lord *One thouſand eight hundred and* nine.

Signed, ſealed, and delivered in Preſence of us,

Jeremiah Howes

Nathaniel Howes Jr

Mary Hall

Barnſtable ſſ. March 4th : 1809. *Then the above-named* Mary Hall *acknowledged the above Inſtrument to be* her *free Act and Deed—before me,*

Jeremiah Howes { Juſt. of Peace

Barnstable ss. Dennis Sept. 25th 1828
Recorded in the County Record
Book for the Town of Dennis
No 1 Page 160 and is compared
Attest Jona Nickerson Register

Mary Hall
to
Judah Hall &
Sinai Hall
Deed

Received March 9th 1809 and is recorded in the 64th book of records for the county of Barnstable folio 109 and is compared

Attest Ebenr Bacon Regr

7.

Know All Men by these Presents

That I Barzilla Hall of Dennis in the County of Barnstable yeoman in Considertion of the Sum of one hundred and fourteen dollars to me paid by Judah Hall of Dennis in aforesaid County yeoman whereof I do hereby Acknowledge, do hereby give grant Sell and Convey unto Judah Hall HimSelf and his Heirs and assigns forever a certain piece of wood land lying in Dennis Near Simons pond So called Being Bounded as followeth:

Begining at the North west Corner in Nathl Howes Jr rang by Stake and Stone in his rang Seth Easterly to a Stake and Stone & Seth Southerly by Isaac Chapmans land as trees are marked thence westerly by Capt Daniel Howes range to a Corner thence on the west Side by Lothrop Howes Notherly to the first mentiond Bounds containing three Acres be the Same more or less with all the priveledges and appertainances their unto Belonging To Have and to Hold, the afore granted premises to the Said Judah Hall His Heirs and assigns forever to his and their use and Behoof forever and I the Said Barzilla Hall for my Self my heirs do Covenant with the Said Judah Hall his heirs and assigns that I am lawfully Seized in fee of the afore granted premises, that they are free of all incumbrances, that I have good right to Sell and convey the Same to the Said Judah Hall to ~~have~~ hold as aforesaid and that I will warrant Defend the Same to the Said Judah Hall his Heirs and assigns forever against the lawfull

Claims and Demands of all persons

in witness whereof we ~~the~~ Barzillia Hall and Elizabeth Hall and Mehitable Hall in token of their ~~the~~ consent Have hereunto Set our Hands and Seal this 2d Day of September one thousand Eight hundred and thirteen

Signd Sealed and
Delivered in presence
of us —

Nathan Stone
Thankful Hall

Barzillai Hall —
Elizabeth Hall
mehitable hall

Barnstable ss. Septr 2. 1813 then the above named Barzillia Hall acknowledged the above instrument to be his free act & Deed before me.

Nathan Stone Just of peace

Barnstable ss Dennis Octr 2d 1828
Recorded in the County Record
Book for the Town of Dennis
No 1 page 214 and is compared

Attest Jona Nickerson Regr

Deed.
Barzillai Hall
to
Judah Hall
Junr

Recd Jany 1st 1817 and is Recorded in the 77th Book of Records for the County of Barnstable folio 40th and is Compared —
Attest Job C Davis Register

1820

mercer August 26the mr Nathl Howes

I take this time to Right to you to Let you know
of the trobel that I have met with I have Lost
my wife She Departed this Life the twenteth first
Day of this month She had a good hop and har
faith in har Savour held out to the verey Last
as Long as She Coud talk But She Could not
talk knon at all for about aLeven Days
nor take aney food ondley a Letlet win and watter
Jest to wet har mouth I have no Reson to
morn for har kno otherwais then I have Lost
har good Cristian Compney I have the most
Reson to morn over my on wecked hart
I have got Sum old things that I Cant moue
and I am Changing them away for Sumwaring
Clo. and Beding that I Can put in my trunk
and Chest I Shall try to get my on Leving
throw this wenter with my on Relachon and
frends I wont make no Cost to you thair as Long as I
am as well as I am now for I Cant get my pay
for my things untell twords Spring my brothers
Children Ses that it Shan Cost me won Cent
and In the Spreng I Shall Get my things Down
to hallowell and thair it wont Cost me
aney thing at all for I Can work thair if I
am as well as I am now untell I Can get
a Chance Com up I Remain well wesher

a frend —— Nathel Wells

10

Mr For

Nathaniel Howes in —

Dennis on Cape Cod —

Mirur August 28 18½

9. **KNOW ALL MEN BY THESE PRESENTS,**

That we Prince Howes and Oren Howes of Dennis in the County of Barnstable yeoman for and

in Conſideration of the Sum of Forty Dollars &c to us — paid by Judah Hall of Dennis in aforesaid County yeoman — —

the Receipt whereof we do hereby acknowledge, do hereby give, grant, ſell and convey unto the ſaid Judah Hall a Certain peice of Salt marsh Situate in Dennis Marshes to him his heirs and assigns Forever Being Bounded as follows viz Begining at the North Corner adjoining Noah Howes thence Sots by the Creek to Josiah Howes then in wid^o Mary Halls range to Noah Howes then by Noah Howes range to the first mentiond Bounds with all the Priviledges and appurtainances their to belonging &c

To **Have** and to **Hold** the afore-granted Premiſes to the ſaid Judah Hall his Heirs and Aſſigns, to him and their Uſe and Behoof forever.

And we do covenant with the ſaid Judah Hall his Heirs and Aſſigns, That we are lawfully ſeized in Fee of the afore-granted Premiſes; That they are free of all Incumbrances; That we have good Right to ſell and convey the ſame to the ſaid Judah Hall

And that we will warrant and defend the ſame Premiſes to the ſaid Judah Hall his Heirs and Aſſigns forever, againſt the lawful Claims and Demands of all Perſons.

In Witneſs whereof, we the ſaid Prince Howes and Oren Howes of Dennis [illegible] have hereunto ſet our Hands and Seals this twenty second Day of May [illegible] in the Year of our Lord *One thouſand eight hundred and* Twenty one

Signed, ſealed, and delivered in Preſence of us,

Nathan Stone

Patience Stone

Prince Howes

Oren Howes

Barnstable ss. May 22 — 1821. *Then the above-named* Prince Howes and Oren Howes *acknowledged the above Inſtrument to be* Their *free Act and Deed—before me,*

Nathan Stone *Juſt. of Peace.*

Barnstable, ss. Received April 18th 1844, and is recorded in the 35th Book of records, page 3d. and compared.

Attest, Lothrop Davis, Register.

Prince Howes
and Owen Howes
to Judah Hall

Paid 2/–

10.

Commonwealth of Massachusetts.

Barnstable ss

John Davis Esquire,

O

Judge of the Probate of Wills, and for granting Letters of Administration on the Eſtates of Persons deceased, having goods, chattels, rights, or credits in the County of Barnstable within the Commonwealth aforesaid.

To all unto whom these Presents shall come,

GREETING.

KNOW YE, That upon the Day of the Date hereof, before Me, at Barnstable in the County aforesaid, the Will of Nath'l Howes late of Dennis in the said County deceased, which is to these Presents annexed, was proved, approved, and allowed: Who having, while he lived, and at the Time of his Death, Goods, Chattels, Rights or Credits in the County aforesaid: And the Probate of the said Will, and Power of committing Administration of all and singular the Goods, Chattels, Rights and Credits of the said Deceased, by Virtue thereof, appertaining unto Me; the Administration of all and singular the Goods, Chattels, Rights and Credits of the said Deceased, and his Will, in any Manner concerning, is hereby committed unto

Abijah Howes & Micah Howes the

Executors in the same Will named, well and faithfully to execute the said Will, and to administer the Eſtate of the said Deceased according thereunto; and to make a true and perfect inventory of all and singular the Goods, Chattels, Rights and Credits of the said Deceased; and to exhibit the same into the Registry of the Court of Probate for the County aforesaid, at or before the 11th Day of Sept next ensuing: And also to render a plain and true Account of their said Administration upon Oath.

In Teſtimony whereof, I have hereunto set my Hand and the Seal of the said Court of Probate. *Dated at* Barnstable *the* 11th *Day of* June *in the Year of our Lord one thousand eight hundred and* 22

John Davis

Copy by order of the Judge.
Nath'l Freeman
Reg'r

Sandwich June 22d 6

Messrs

Abijah & Uriah Howes

Dennis

11.

Know all Men by these Presents, That I Aaron Crowell Jr of Dennis in the County of Barnstable and State of Massachusetts carpenter,

in consideration of one hundred and twelve dollars & 50/100 to me paid by James Howes, Peter Hall, & Edward Hall 2d - & others their associates in a mechanical company for building a Breakwater the receipt whereof I do hereby acknowledge, do hereby give, grant, remise and Quitclaim sell and convey unto the said James Howes & others as aforesaid and their heirs and assigns all his right, title, interest and estate, in and to a certain piece of cleared land, Beach, Meadow, & Rocks and water, situate in Dennis aforesaid at a place called Nobscusset point and bounded as follows viz, beginning at a Rock near highwater mark eight rods westerly from the fence that divides the Land between the Heirs of Joshua Hall deceased and Elnathan Crowell, then sets South East by East into the Sea, then sets Northwesterly by the Sea until it strikes the Range of Benjamin Hall Edward Hall 2d, Joshua Hall and the Heirs of the Estate of Josiah Hall deceased thence by said range to the range of the Heirs of Joshua Hall deceased then Easterly by the range of the Heirs of Joshua Hall deceased to the first mentioned bound, Reserving all the right that belongs to Peter & Edward Hall 2d.

To **HAVE** and to **HOLD** the aforegranted Premises to the said James Howes and others as above mentioned their heirs and assigns, to them to their use and behoof forever.

And I do covenant with the said James Howes & others his associates their heirs and assigns, That I am lawfully seized in fee of the aforegranted Premises; that they are free of all Incumbrances; That I have good right to sell and convey the same to the said James Howes & others

And that I will warrant and defend the same premises to the said James Howes & others his associates in a corporate capacity their heirs and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF I the said Aaron Crowell Jr. & Polly Crowell my wife in token of her free consent, have hereunto set our hands and seals this sixth day of September in the year of our Lord one thousand eight hundred and twenty four.

Signed, sealed and delivered in presence of us,

Barnabas Hall
Elnathan Crowell

Aaron Crowell Jur
Polly Crowell

BARNSTABLE, SS. September 6, 1824.
Then the above named Aaron Crowell personally appeared and acknowledged the above Instrument to be his free act and Deed—before me,

Barnabas Hall *Justice of the Peace.*

Deed
from Aaron Crowell
to James Howes & others;

Paid.

Barnstable, ss. Received September 10th 1834, and is recorded in the 13th Book of records, folio 278th and compared.

Attest, Lothrop Davis, Register.

12.

Know all Men by these Presents, That

I Barzilla Hall of Dennis in the County Barnstable Mariner —

in consideration of fifty Dollars to me —

paid by Judah Hall of Dennis in afore said County yeoman

the receipt whereof I — do hereby acknowledge, do hereby give, grant, sell and convey unto the said Judah Hall his heirs and assigns forever a certain piece Salt Marsh lying in Dennis Marshes Near Black Flats so call, and is Bounded as follows viz on the North Side by the Creek on the East Side by James Howes and Isaac vincents Heirs on west Side by Elkanah Howes and Elisha Heirs containing one tun be the same more or less with all the priviledges and appurtainances theirto Belonging.

To HAVE and to HOLD the aforegranted Premises to the said — Judah Hall his — heirs and assigns, to his and their use and behoof forever.

And I do covenant with the said Judah Hall his heirs and assigns, That I am lawfully seized in fee of the aforegranted Premises; that they are free of all Incumbrances; That I have good right to sell and convey the same to the said Judah Hall

And that I will warrant and defend the same premises to the said Judah Hall his — heirs and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF I the said Barzilla Hall

have hereunto set my hand and seal this twenty forth day of September in the year of our Lord one thousand eight hundred and thirty Six

Signed, sealed and delivered in presence of us.

Judith Stone
Nathan Stone

Barzillai Hall
Elizabeth Hall

BARNSTABLE, SS September 24th 1836
Then the above named Barzilla Hall —

acknowledged the above Instrument to be his free act and Deed—before me.

Nathan Stone *Justice of the Peace.*

Barnstable, ss. Received September 24th 1836.
and is recorded in the 21st Book
of records folio 124 and compared.
Attest, Lothrop Davis, Register.

[illegible]
to
Judah [illegible]

Paid.

13.

Know all Men by these Presents, That

I Barsilla Hall of Dennis in the County of Barnstable Marriner For and in consideration of Twenty Dollars to me paid by Judah Hall of Dennis in aforesaid County Yeoman the receipt whereof I. do hereby acknowledge, do hereby give, grant, sell and convey unto the said Judah Hall His Heirs and and assigns forever a certain piece of [illegible] Salt marsh lying in Dennis Neer Black flats So Called Bounded as follows viz on the East Side By Reuben Howes on the South By Peter Hall westerly and Notherly by the Roade with all the privedges and appurtainances thereto Belonging —

To HAVE and to HOLD the aforegranted Premises to the said Judah Hall to him and his — heirs and assigns, to his and their use and behoof forever.

And I. do covenant with the said Judah Hall - his heirs and assigns, That I am lawfully seized in fee of the aforegranted Premises; that they are free of all Incumbrances; That I. have good right to sell and convey the same to the said Judah Hall

And that I will warrant and defend the same premises to the said Judah Hall his heirs and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF I the said Barsilla Hall and his wife Elizabeth in token of her consent - have hereunto set my hand and seal this twenty Sixth day of September in the year of our Lord one thousand eight hundred and thirty Six

Signed, sealed and delivered
in presence of us,

Nabby Stone
Nathan Stone

Barzillai Hall

BARNSTABLE, SS. ~~September~~ 26. 1836

Then the above named Barzilla Hall acknowledged the above Instrument to be his free act and Deed—before me,

Nathan Stone *Justice of the Peace.*

Barzillai Hall
to
Josiah Hall

Paid.

Barnstable, ſs. Received September 27th 1836.
and is recorded in the 20th Book
of records folio 13th and compared.
Attest, Lothrop Davis. Register.

New York Oct, 1st 1840

Mr. Augustine Howes

Dear Brother — We arrived here on the 30th Sept. from Boston and have discharged our Cargo. But according to fashions health is the first thing to write about so I must tell you that I am sick and have been since I arrived — I cant tell what ails me but my disorder is in the throat and I suppose it to be either the Mumps or the throat ~~[illegible]~~ ail. I am not so badly off as to neglect my business but have been obliged to neglect eating and sleeping for three days. I have not doctered any till this morning I am now trying a ginger poultice. Abner is well. I have not engaged any further business yet though I believe I had better done it before this. When I first arrived there was a number of fair freights in the Market since then there has been a large number of arrivals and freights have declined. I have no doubt we shall find something to do this week if I am well but if I am to live in misery and starve to death at the same time (which you see is talking first rate Irish) I dont care whether I get any thing or not. We came round Cape Cod last Sunday and was in to Hyannis at 5 P.M. where we laid till next morning. you will remember it was a rain Storm and as we had some company there from N Dennis who like ourselves was afraid of rain, we did not get home for the above reasons. If any one asks me how I ~~since~~ have done since last Spring I tell them I have made out miserably a sentence well understood at home so I believe there is no need of writing particulars. It seems that Peter was disappointed at my not sending for him to go with me when in Boston but I cannot see why he should be as I was not certain that he would go even if I had wanted him. I certainly would like to have him go and would have sent for him If I had known he wanted to go but to have made a vacancy for him when I was not sure he would fill it would have been putting my self in a bad box. However I dont think he cares much about it and presume he will be as well off if not better where he is. I shall expect to hear from some of you quite often this winter as you will not have much to do by and bye and may as well write as not —

I see no occasion for addressing each member of the family separately and would not have them think that because I have not done so I have got the mumps and dumps both. So just tell them "How are you" for me and that they may expect to hear from me again soon Meanwhile I shall remain Very Respectfully Yours

Joshua C. Howe

P.S. In reading over this letter I find I have made an unusual number of blunders which you will know how to account for if you ever had the mumps

J. C. Howe

ct

e

ti

10

Mrs Augustine Howes
N. Dennis
Mass

NEW-YORK
OCT
5

KNOW ALL MEN BY THESE PRESENTS,

THAT we Elisha Mayo and wife Reliance of Harwich in the County of Barnstable

IN CONSIDERATION OF thirty Dollars to us — paid by Henry Graves of Dennis same County afore said yeoman

the receipt whereof is hereby acknowledged, **DO HEREBY** give, grant, bargain, sell and convey unto the said Henry Graves his heirs and assigns forever — one certain piece of wood land situate in the Town of Dennis at a place called Crackers neck and lying near the Great cedar swamp and is bounded as follows, on the south by land of Nehemiah — Baker of Harwich and on the west by land formerly owned by Silvester Chase and others and on the North by land of Miller W. Nickerson and on the east by land of the widow Rossanna Nixon and said piece of wood land containing one acre and a half be the same more or less with all the privileges unto the said wood land belonging

TO HAVE AND TO HOLD the above granted premises, with the privileges and appurtenances thereto belonging, to the said Henry Graves his — heirs and assigns, to their use and behoof forever.

And we the said Elisha Mayo & wife for ourselves and our heirs, executors and administrators, do covenant with the said Graves his heirs and assigns, that we are lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances That we — have good right to sell and convey the same to the said Henry Graves as aforesaid; and that we will and our heirs, executors and administrators, shall **WARRANT AND DEFEND** the same to the said Henry Graves his heirs and assigns forever, against the lawful claims and demands of all persons.

In witness whereof, we the said Elisha Mayo and wife Reliance in token of her free consent to quit her right to said land have hereunto set our hands and seals this twentyeth day of March — in the year of our Lord eighteen hundred and forty four

Executed and delivered in presence of us,

Joshua Wixon Jr

Lucy Chase

Elisha Mayo

Reliance Mayo

COMMONWEALTH OF MASSACHUSETTS.

Barnstable ss. Mar 20th A. D. 1844. Then personally appeared the abovenamed Elisha Mayo and Reliance Mayo and acknowledged the above instrument to be their free act and deed,

Before me. —

Joshua Wixon Jr *Justice of the Peace.*

Elisha Kenney & wife
Release Deed to
Henry Graves

Paid 32

Job Kelley's
Deed in this

Barnstable, ss. Received September 3d 1844, and is recorded in the 34th Book of records, page 129th and compared.

Attest, Lothrop Davis, Register.

16.

KNOW ALL MEN BY THESE PRESENTS,

THAT I Augustine Howes of Dennis in the County of Barnstable cooper

IN CONSIDERATION OF the sum of six hundred and twenty five dollars paid by Judah Hall James Howes and Joshua C. Howes all of Dennis in said County

the receipt whereof is hereby acknowledged, DO HEREBY give, grant, bargain, sell and convey unto the said Judah Hall James Howes & Joshua C. Howes a certain piece of land situate in Dennis and bounded as follows Viz. beginning at the new Road in Joshua Howes Range thence in his range and in the range of the heirs of the late Sarah Howes northerly to Peter Halls range thence easterly in his range as the fence now stands till it comes to the stone wall thence by the wall southerly till it comes to the road thence westerly by the Road till it comes to the first mentioned bound containing by estimation six acres be the same more or less with the house Barn and all other buildings thereon with all the privileges and appurtenances thereto belonging

To Have and to Hold the above granted premises, with the privileges and appurtenances thereto belonging, to the said Judah Hall James Howes & Joshua C. Howes to them their heirs and assigns, to their use and behoof forever.

And I the said Augustine Howes — for myself and my heirs, executors and administrators, do covenant with the said Judah Hall James Howes & Joshua Howes their heirs and assigns, that I am — lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances

That I have good right to sell and convey the same to the said Judah Hall James Howes & Joshua C. Howes as aforesaid; and that I will and with my heirs, executors and administrators, shall WARRANT AND DEFEND the same to the said Judah Hall James Howes & Joshua C. Howes their — — heirs and assigns forever, against the lawful claims and demands of all persons.

Provided nevertheless that if the said Augustine Howes his Heirs, Executors or administrators pay to the said Judah Hall James Howes & Joshua C. Howes their heirs Executors, administrators or assigns the sum of Six hundred and twenty five dollars within the space of Ten — years from this date then this deed as also a certain note of hand bearing even date with these presents given by the said Augustine Howes to the said Judah Hall James Howes & Joshua C. Howes for the payment of the same sum of Six hundred & twenty five dollars at the time afore said shall both be void otherwise shall remain in full force

In witness whereof, I the said Augustine Howes

have hereunto set my hand and seal this fifteenth day of April in the year of our Lord eighteen hundred and forty four

Executed and delivered in presence of us

Handy Harris
Barnabas Hall

Augustine Howes —

Barnstable ss
April 15th

Commonwealth of Massachusetts.

A. D. 1844. Then personally appeared the abovenamed and acknowledged the above instrument to be his free act and deed,

Before me Barnabas Hall } *Justice of the Peace.*

Paid 18c.

Barnstable, ss. Received April 18th 1844,
and is recorded in the 33d. Book
of records, page 208th and compared.
Attest, Lothrop Davis, Register.

17.

Know all Men by these Presents, that I Nathan Howes of Dennis in the County of Barnstable Gentleman

in consideration of the sum of Six hundred and twenty five Dollars paid by Augustine Howes of Dennis in said County Cooper the receipt whereof I do hereby acknowledge, do hereby give, grant, sell, and convey unto the said Augustine Howes a certain piece of land situated in Dennis and bounded as follows Viz, beginning at the new Road in Joshua Howes Range to the heirs of Sarah Howes thence in their range to land of Peter Hall then Easterly as the fence now stands till it comes to the Stone Wall then Southerly by the wall to the new Road aforesaid then westerly by the Road to the first mentioned bound, Containing by estimation six acres be the same more or less with House Barn and all other buildings thereon with all the privileges and appurtenances thereto belonging — —

To **Have and to Hold** the afore-granted Premises to the said Augustine Howes to him his ~~Heirs~~ heirs and assigns, to his & their use and behoof forever.

And I do covenant with the said Augustine Howes his — — heirs and assigns, That I am lawfully seized in fee of the afore-granted Premises; That they are free of all Incumbrances; That I have good right to sell and convey the same to the said Augustine Howes And that I will warrant and defend the same premises to the said Augustine Howes to him his — heirs and assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, I the said Nathan Howes and Lydia my Wife in token of her relinquishing her dower of third in the premises — have hereunto set our hands and seals this fifteenth — day of April — in the year of our Lord, one thousand eight hundred and forty four — -

Signed, sealed, and delivered in presence of us

Handy Harris
Barnabas Hall

Nathan Howes
Lydia Howes

Barnstable ss. Dennis April 15. 1844

Then the above named Nathan Howes *acknowledged the* above *Instrument to be* his *free Act and Deed—before me,*

Barnabas Hall Justice of Peace.

Nathan Howes
to
Augustine Howes.

Paid 2/

Barnstable ss. Received April 18th 1844, and is recorded in the 35th Book of records, page 4th and compared.

Attest, Lothrop Davis, Register.

181

Know all Men by these Presents, that I Augustine Howes of Dennis in the County of Barnstable Cooper

in consideration of the sum of Six hundred & twenty five Dollars paid by Judah Hall James Howes & Joshua C Howes all of Dennis in said County Gentlemen the receipt whereof I do hereby acknowledge, do hereby give, grant, sell, and convey unto the said Judah Hall James Howes & Joshua C. Howes a certain piece of land situate in Dennis aforesaid and is bounded as follows Viz. beginning at the ne Road in Joshua Howes range thence in his range and in the range of the heirs of the late Sarah Howes Northerly to Peter Halls range Easterly till it comes to the Stone wall thence by the Stone wall southerly in his range to the Road thence by the road westerly to the first mentioned bound containing six acres be the same more or less with the House Barn and all other buildings thereon with all the privileges and appurtenances thereto belonging

To **Have and to Hold** the afore-granted Premises to the said Judah Hall James Howes & Joshua C. Howes to them their heirs and assigns, to their — use and behoof forever.

And I do covenant with the said Judah Hall James Howes & Joshua C. Howes their heirs and assigns, That I am lawfully seized in fee of the afore-granted Premises; That they are free of all Incumbrances; That I have good right to sell and convey the same to the said Judah Hall James Howes & Joshua C Howes And that I will warrant and defend the same premises to the said Judah Hall James Howes & Joshua C Howes their heirs and assigns forever, against the lawful claims and demands of all persons.

Provided nevertheless that if the said Augustine Howes his heirs Executors or administrators pay certain notes of hand bearing even date with these presents given by the said Augustine Howes to Peter Hall & Handy Harris and signed by the said Judah Hall James Howes & Joshua C. Howes as security for the sum of Six hundred and twenty five Dollars within the space of ten years from this date - or if the said Augustine Howes shall otherwise release the said Judah Hall James Howes & Joshua C. Howes from all claims or damages occasioned by their signing the abovenamed notes of hand within the time specified then this deed shall be void otherwise it shall remain in full force

In Witness Whereof, I the said Augustine Howes have hereunto set my hand and seal this fifteenth day of April in the year of our Lord, one thousand eight hundred and forty four

Augustine Howes

Signed, sealed, and delivered in presence of us

Wm C Hall
Barnabas Hall

Barnstable ss. Dennis April 15, 1844

Then the above named Augustine Howes personally appeared & *acknowledged the* above *Instrument to be* his *free Act and Deed—before me,*

Barnabas Hall JUSTICE OF PEACE.

Augustine Howes
to
Judah Hall & others

457

Barnstable ss. Received June 3d 1844,
and is recorded in the 33d Book of
records page 280 and compared.
Attest, Lothrop Davis, Register.

R.

No. ~~1711~~

Renewal of No. 311

BARNSTABLE COUNTY MUTUAL FIRE INSURANCE COMPANY,

FOR INSURING BUILDINGS AND FURNITURE AGAINST LOSS OR DAMAGE BY FIRE.

This Policy of Insurance Witnesses,

THAT WHEREAS,

Augustine Hurd,

of the town of Dennis a Member of the **BARNSTABLE COUNTY MUTUAL FIRE INSURANCE COMPANY,** Incorporated March 2d, A. D. 1833, has agreeably to the Rules and Articles of said Company, hereunto annexed, paid the sum of Four Dollars and ninety eight Cents, as premium, and given a note of hand of even date herewith, to the President and Directors of said Company, for double the sum named as premium, as *Deposit Money*; and also bound and obliged himself his Heirs, Executors, Administrators, and Assignees, to pay such sums as may be assessed by the President and Directors of said Company, pursuant to the Act of Incorporation aforesaid; but not, in any case, to exceed double the sums above named as premium and deposit money.

Premium. $ 4.98

Deposit. $ 9.96

In consideration of the premises, The said Augustine Hurd, his Heirs, Executors, and Administrators, are insured against loss or damage by Fire to the Building hereinafter described, under the conditions and limitations expressed in the Rules and Articles aforesaid, and subject to the lien upon the said Building and the land under the same, according to a provision in said Act, for *seven years* from the first day of February instant, at noon, until the first day of February which will be in the year one thousand eight hundred and fifty three at noon, the sum of

Sum insured. $ 450.00

House

Four hundred and fifty dollars on his dwelling house, situate at North Dennis occupied by himself

said sums being not more than three fourths of the value of the Property described in the application of the said Augustine Hurd dated the Second day of February in the year one thousand eight hundred and forty Six and lodged with the Secretary of this Company.

NOW KNOW YE, That the *absolute* and *conditional* Funds of said Company are hereby bound and subjected to satisfy and make good unto the said Augustine Hurd his Heirs, Executors, and Administrators, all the Damage by Fire, if more than five per cent. which may happen to said Property within the term aforesaid, according to the true intent and meaning of said Rules and Articles, not exceeding the amount insured thereon.

PROVIDED NEVERTHELESS, That if the whole of the absolute and conditional Funds of said Company should be insufficient to satisfy all damages that may happen at any one Fire, in such case, a just average shall be made to the sufferers, and the payment to be demanded in virtue of this Policy shall be a dividend of said Stock, in proportion to the sum insured, and the rate of damage.

IN WITNESS WHEREOF, the President of said Corporation has subscribed this Policy, and the Secretary thereof has countersigned the same, at Yarmouth, this Second day of February in the year of our Lord, one thousand eight hundred and forty Six

Z. D. Bassett **President.**

Amos Otis **Secretary.**

Rules and Articles

OF THE

BARNSTABLE COUNTY MUTUAL FIRE INSURANCE COMPANY.

Membership.

ARTICLE 1st. Each person, or company by its agent, insured in this society, shall be considered a member hereof, and shall be holden to pay such losses, and be entitled to such benefits, as are expressed in this agreement.

Officers.

ART. 2d. The powers of this company shall be exercised by a President and four Directors. Five Directors shall be chosen by ballot, at the annual meeting on the first Tuesday of August. They shall choose a President who shall be of their own number. All the officers of this company shall receive a reasonable compensation for their services.

ART. 3d. No person shall act as President, Director, or Treasurer in this company, unless he be a member hereof.

Duties of the President and Directors.

ART. 4th. The President and Directors shall superintend the prudential concerns of the Company, and shall have the management and direction of all matters and things, not otherwise provided for in these regulations. They shall have power also, and it shall be their duty, to appoint a Secretary, who shall also be Treasurer, and to compensate him for his services; to hire an office in such place, upon such terms, and to furnish it with stationary and such furniture as they shall think proper; to reward such persons as may distinguish themselves by extraordinary exertions or services in extinguishing fires; to offer premiums for the encouragement of vigilance and activity, provided no sum thus given shall exceed $10. It shall also be their duty, at each annual meeting, to report to said Company a correct statement of all their funds. They shall meet at the Company's office on the first Tuesday of August, November, February and May, and at such other times as they shall judge necessary. A majority shall constitute a quorum for business, and in case that number should not assemble, the Secretary shall adjourn the meeting from day to day, or from week to week, and shall notify the President and Directors accordingly.

Meetings of Directors.

Duties of the Secretary.

ART. 5th. The Secretary shall receive all monies paid, or securities given in conformity to the provisions of the 17th, 20th and 21st Articles, and all other monies due the Company, and hold the same subject to the order of the President and Directors. It shall likewise be the duty of the Secretary to keep the books and accounts, fill up and record all policies, countersign policies and checks, to notify all meetings of the President and Directors, and to attend the same and keep a fair record of their doings, which shall be open to all the members of the Company.

Absence of President or Secretary.

ART. 6th. In the absence of the President or Secretary, on account of sickness or other cause, the Directors shall appoint some one to perform the duties of his office, during his absence, or until the next annual meeting of the Company.

Annual meeting.

ART. 7th. There shall be a meeting of this Company annually at their office, on the first Tuesday of August, at 2 o'clock in the afternoon. Ten members being present, shall constitute a quorum for doing business. All questions shall be decided by a majority of votes, each member having as many votes as he has policies, and may vote by proxy.

Special meeting.

ART. 8th. A general meeting shall be called by the President and Directors, on application made to them in writing by ten members. Notice of such meeting shall be given two weeks successively, in all the newspapers printed in the County of Barnstable. And all other meetings of the Company shall be notified in like manner.

Previous or subsequent insurance.

ART. 9th. All policies which may issue from this Company, to cover property previously insured, shall be void, unless such previous insurance be endorsed on the Policy at the time it issues; and when a subsequent insurance shall be made by any other Company, or by any other person, on property insured in this office, it shall annul the Policy, and the premium shall be forfeited to this Company. Also, when the insured shall alter or enlarge a building, or appropriate it to other purposes than those mentioned in the policy, so as to increase the risk, the same shall become void. But in case the insured shall alter, enlarge, or change the use of a building insured, so as to increase the risk, and shall, within thirty days from such alteration, enlargement, or change of appropriation, give notice thereof to the Secretary, the policy may be renewed by the Directors, on such terms as they may deem equitable.

Sale and mortgage.

ART. 10th. When any mansion or other building shall be alienated by sale, or otherwise, the policy shall thereupon be void; unless the grantee or alienee shall have the policy assigned to him, by an endorsement thereof, and shall within thirty days give notice of such assignment to the Secretary, and cause the same to be recorded in the books of the Corporation; which assignment, from the time that notice is given as aforesaid, shall give the assignee all the benefits resulting from said policy. And when any estate mortgaged shall be taken possession of by the mortgagee, for the breach of the condition expressed in the mortgage deed, or in any bond of defeasance, the policy shall thereupon be absolutely void, unless the policy shall be transferred to the mortgagee, with the consent of the President.

Surrender of policies and cancelling.

ART. 11th. When buildings or other property insured shall be alienated by sale or any other means, the insured may surrender his policy or policies, and receive back his deposit note; but the premium returned shall be at the same rate as on other policies expiring at that time; provided, that no greater sum shall be repaid than was originally paid by him for premium. And that the Company and the insured may have mutual rights, the Company reserve the right of cancelling this policy, at any time when a majority of the Directors shall deem there is sufficient cause therefor; giving ten days notice thereof to the insured, who, in such case, shall be entitled to receive the premium money and deposit note; subject, however, to the losses and expenses of the Company, and entitled to his proportion of the gain.

Sum insured.

ART. 12th. Not more than three fourths of the value of any building shall be insured by this Company, and as much less as the insured may choose; nor shall any kind of cotton or woollen factories be insured by this Company.

Application.

Necessary repairs.

ART. 13th. No property shall be insured except upon an application in writing, in which each building must be separately valued and described. The Company assume the risk of fire on buildings insured by them, while undergoing necessary repairs; but do not take the risk while alterations are making, unless notice thereof is given, and such premium be paid as the President and Directors may require. The mere change of tenants, when no change of occupation takes place, shall not affect the policy.

Hazard.

ART. 14th. No alteration in terms of insurance shall be made, on account of a building's being made more or less hazardous by means not under the control of the insured.

Losses.

ART. 15th. Each member sustaining loss by fire, shall certify the same in writing to some one of the Directors, within six days, and before any repairs are made.

Term of policy.

ART. 16th. Each policy shall be for a term not less than one, nor more than seven years, and shall expire at twelve o'clock, at noon, on the last day of the term agreed upon, to be computed from and after twelve o'clock at noon, *of the first day of the month*, in which the policy may be dated.

ART. 17th. Each person or company, by its agent, upon the execution of his, her, or their policy or policies and before the same shall be delivered, shall pay to the Secretary such premium, and make such deposit, as the President and Directors shall from time to time determine.

Premium and deposit.

ART. 18th. The premium of insurance shall, in every case, be paid in money, at the delivery of the policy; and the insured shall also secure, in such manner as the President and Directors shall prescribe, a sum as a deposit, equal to twice the amount of such premium, to meet with such losses as may accrue to the Company, by the destruction of any building, buildings, or moveables.

Neglect to pay deposit.

ART. 19th. In case the Directors shall require the payment of any security given as deposits, or any part thereof, and payment shall be neglected for more than thirty days after such requirement, the delinquent's policy shall cease and determine, until payment shall be made, with interest, and such reason given for the neglect as shall be satisfactory to the Directors.

Fees.

ART. 20th. Each person or Company insured, shall pay for each policy, seventy-five cents, and for each transfer, or endorsement, twenty-five cents.

ART. 21st. No policy shall be issued from the Company's office to an agent or attorney, until such agent or attorney's power be entered on the books of the Company, paying therefor a fee of seventy-five cents.

Funds.

ART. 22d. The absolute funds of this Company shall be, and hereby are, appropriated as follows, namely: First, to pay all charges; second, to pay all losses, happening during the existence of policies, provided the same would exceed five per cent. on sums insured, unless it should be proved that the insured purposely burned the property, or neglected to extinguish the fire when burning; third, to be disposed of agreeably to the provisions of the 11th Article; fourth, the residue of said funds shall be refunded to each member, his, her, or their heirs, at the expiration of his, her, or their policy or policies.

Funds not demanded.

ART. 23d. The residue of the absolute fund, not demanded within one year from the expiration of the policy or policies, or the deposit money, not demanded within one year from the time the said policy or policies shall become void, shall be forfeited, and become the property of the Company.

Adjusting losses.

ART. 24th. The President and Directors may liquidate and adjust the damages sustained by any person or persons insured, in such way as, in their opinion, shall be for the interest of the Corporation; and, if necessary, refer the question of damages, in case of a total or partial loss, to referees mutually chosen by the Directors and the insured; the report of said referees to be conclusive.

Amendments.

ART. 25th. The foregoing Rules and Regulations may be amended or altered at any annual meeting of the Company, by giving previous notice of the same. And no amendment or alteration shall be made, without the concurrence of three fourths of the members present.

AMOS OTIS, SECRETARY.

— 1711 —

Augustine Heard,

Premium	4.95
Policy	.75
Total	5.70

Rec^d. Five Dollars 70/100

Amos Otis Sec'y

$450 Insured to Feb. 1855.

Know all men by these presents That I we Samuel W. Baxter of Dennis in the County of Barnstable and Hepsey Baxter wife of said Samuel in token of her assent to this Conveyance and of her relinquishment of all her rights under Chapter two hundred and thirty eight of Statutes of Massachusetts passed April twenty seventh A.D. 1855, In consideration of six hundred dollars paid by Joseph K. Baker of said Dennis in said County Gentleman, the receipt whereof is hereby acknowledged do hereby give grant bargain sell and convey unto the said Joseph K. Baker A certain piece of land in said Dennis Bounded and described as follows. to wit. On the North by the County Road, on the East by a town road South by land of Marshal Inman, and West by land of said Inman, The premises being the same now occupied by the said Samuel as a Homestead and being the same purchased of Joseph K. Baker Jr by deed bearing date Dec. 4th A.D. 1856 — To have and to hold the aforegranted premises with the privileges easements and appurtenances thereunto belonging to the said Grantee, and his heirs and assigns to their use forever, And I the said Grantor for myself and my heirs Executors, Administrators do Covenant with the said Grantee his heirs and Assigns that I am lawfully seized in fee of the aforegranted premises that they are free from all incumbrances that I have good right to sell and convey the same to the said Grantee ~~his~~ heirs and Assigns as aforesaid And that I will and my heirs executors and Administrators Shall warrant and defend the same to the said Grantee And his heirs and Assigns forever —

against the lawful claims and demands of all persons. Provided Nevertheless that if the said Grantor his heirs executors or administrators shall pay unto the said Grantee his executors administrators or assigns the sum of six hundred dollars in twelve months from the day of the date hereof payable at the end of the said twelve months, and also pay all taxes levied or assessed upon said premises then the said Deed as also a certain promissory Note bearing even date with these presents signed by the said Baxter the Grantor whereby for value received he promises to pay the said Baker or his order the sum of six hundred dollars. at the time aforesaid shall be both absolutely void to all intents and purposes. But if default shall be made in the payment of the Money above mentioned or the interest that may grow due thereon or of any part thereof then it shall be lawful for the said Grantee his executors. administrators. and Assigns. to enter into and upon all and singular the premises hereby granted or intended to be granted, and to sell and dispose of the same & all benefit and equity of redemption of the said Samuel W. Baxter the Grantor his heirs. executors administrators or assigns therein at public Auction such sale to be upon the premises hereby granted first giving Notice of the time and place of sale by publishing the same once each week in three successive weeks in the Yarmouth Register a Newspaper printed in the County of Barnstable aforesaid and in his or their own names or as the Attorney of the said Samuel W. Baxter the Grantor for that purpose by these presents duly Authorize, Constituted, and Appointed to make and deliver to the purchaser or purchasers thereof

a Good and Sufficient deed or deeds of Conveyance for the
same in fee simple and out of the money arising from such sale
to retain the said sum of Six hundred dollars or the part thereof
remaining unpaid together with the Costs and Charges of Adver-tising and selling the same premises, rendering the surplus
of the purchase money if any there be over and Above the said
sum as aforesaid together with a true and particular account
of said sale and Charges to the said Samuel W. Baxter the
Grantor his heirs executors administrators or assigns, which
sale so to be made shall forever be a perpetual both in law
and equity against the said Samuel W. Baxter the Grantor
his heirs and Assigns and all other persons Claiming or to
claim the premises or any part thereof by from or under him
them or any of them, And provided also that until default
of or in the payment of the said sum of money or of some
part thereof therefor or other default contrary to the true
intent and meaning of the preceding proviso it shall and
may be lawful to and for the said Grantor his heirs and
Assigns peacefully and quietly to hold and enjoy all and
singular the premises hereby Granted and to receive and take
the rents and profits thereof to and for his own use and
benefit without the denial or interruption of or by the
said Grantee or his Assigns or of or by any other person or
persons, Claiming from by or under him In witness
whereof we the said Samuel W. Baxter and the said Hepsey
his wife as aforesaid in token of release of all right of or
claim to dower in the Granted premises have hereunto set our hands
and seals this fourth day of December in the year of our

Lord One thousand Eight hundred and fifty Six -

Signed Sealed executed and delivered in presence of -
James Berry

S. W. Baxter

Hepsy Baxter

Commonwealth of Massachusetts
Barnstable ss. December 4th A. D. 1856 - Then personally appeared the above named Samuel W. Baxter and acknowledged the above instrument to be his free act and deed.

Before me,
James Berry Justice of the Peace,

Deed
Samuel W. Baxter
& Wife
to
Joseph K. Baker.
Paid $1,05.

Barnstable, ss. December 5th 1856, Received and is recorded with the record of Deeds, in Book 64th pages 28th, 29th & 30th

Attest. Lothrop Davis, Register.

31.

Know all Men by these Presents, THAT

I Obed Brooks of Harwich in the County of Barnstable Administrator upon the estate of Richard Baker Jr late of Harwich aforesaid intestate, by an order of the Probate Court begun and holden at Barnstable in and for said County of Barnstable on the Seventeenth day of February last past was licensed and duly empowered to sell and pass deeds to convey so much of the real estate of the said deceased as would raise the sum of $303.35 for the payment of debts and including charges

And whereas I the said Obed adm. as aforesaid having given thirty days public notice of the intended sale;

; and having first taken the oath by law in such cases required, did on the twenty fourth day of March last past pursuant to the license and notice aforesaid, sell at public vendue as aforesaid the following described estate being part of the real estate of said deceased to Jonathan Kelley of Dennis in the same County for the sum of thirty seven dollars he being the highest bidder thereof, as follows, to wit:

a certain piece of cedar swamp situated in Dennis aforesaid & bounded as follows to wit. westerly by swamp set off to the widow of said deceased as dower, as trees are marked, northerly by swamp sold the same day to Joseph K Baker as trees are marked, easterly by swamp of Nathaniel Chase as trees are marked, and southerly by swamp sold the same day to Barnabas Th. Eldredge by marked trees, containing sixty rods or be the same more or less

Therefore Know Ye, that I the said Obed Brooks Admr as aforesaid, by virtue of the power and authority in me vested as aforesaid, and in consideration of the aforesaid sum of thirty seven dollars to me paid by the said Jonathan Kelley the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto him the said Jonathan Kelley and his heirs and assigns, the swamp herein above mentioned and described, or howsoever the same is reputed to be bounded or described.

To Have and to Hold the aforegranted premises, with all the privileges and appurtenances, to the same belonging, to him the said Jonathan Kelley and his heirs and assigns forever to his and their use and behoof forever. And I the said Obed Brooks Admr as aforesaid, do hereby covenant with the said Jonathan Kelley and his heirs and assigns, that I was lawfully authorized and empowered to make sale of the same, as aforesaid; that I gave thirty days public notice of the said intended sale as aforesaid; that I took the oath by law required, previous to said sale; that it was necessary the same should be sold for the purposes aforesaid; that the premises were struck off to the said Jonathan Kelley for the sum aforesaid, at a public vendue, as aforesaid; and that he the said Jonathan Kelley offered most for the same.

In Witness whereof, I the said Obed Brooks as aforesaid, have hereunto set my hand and seal this eighth day of April in the year of our Lord one thousand eight hundred and fifty seven.

Signed, sealed and delivered
in presence of us,

Nathan Underwood
Mary G. Underwood

Obed Brooks

Barnstable, ss. April 8th 1857. Then the above-named Obed Brooks personally acknowledged the above instrument, by him subscribed to be his voluntary act and deed.

Before me,

Nathan Underwood *Justice of Peace*

Exr. Deed
Obed Brooks
to
Jonathan Kelley

Paid 65c

Barnstable ss. Received June 19. 1860.
and is Recorded with the Record of Deeds
in Book 40. on Page 466. ——
Attest Fred k Scudder Register.

22

Sold by C. K. DARLING, Law Stationer, No. 15 Exchange Street, Boston.

ADMINISTRATOR'S DEED.

Know all Men by these Presents,

THAT WHEREAS Joshua Wixon & Paulina Wixon of Dennis —— in the County of Barnstable and Commonwealth of Massachusetts, Administrators of the goods and estate of ~~Dea~~ Elwan Wixon late of Denniz in the County of Barnstable deceased, by an order of the Court of Probate, held at Barnstable within and for Said County of Barnstable on the Twenty third day of December in the year one thousand eight hundred and fifty nine was licensed and empowered to sell and pass Deeds to convey certain real estate of the said deceased; and whereas we the said Administrators having given public notice of the intended sale, by causing notifications thereof to be published once a week for three successive weeks, prior to the time of sale, in the Newspaper called the Atlantic Messenger —— printed at Hyannis in the County of Barnst and having first taken the oath and given the bond by law in such cases required, did on the Twenty ~~Second~~ day of December — in the year one thousand eight hundred and Fifty nine

sell by public auction the real estate of the said deceased hereinafter described, to Joseph K. Baker of Dennis in said County of Barnstable Yeoman — for the sum of thirteen dollars 50/100, he being the highest bidder therefor.

Now therefore, know ye, That we the said Joshua Wixon & Paulina Wixon Administrators as aforesaid, by virtue of the power and authority in us vested as aforesaid, and in consideration of the aforesaid sum of thirteen Dollars & fifty cents ~~dollars~~ paid by the said Joseph K. Baker as afore said the receipt whereof is hereby acknowledged, do, by these Presents, give, grant, sell, and convey unto the said Joseph K. Baker his heirs and assigns forever — a certain piece of Ceder Swamp, Situated in South Denniz at Crackers neck so called and is Bounded as follows (viz.) — on the west side by the Ceder Swamp of the heirs of Job Wixon on the North side by Ceder Swamp owned By Nehemiah Wixon and on the East side by Swamp owned By Barnabus Wixon and on the South side the upland of Sylvanus Wixon and contains as supposed one fourth of a lot of Ceader Ceder Swamp formerly owned by Barnabus Wixon Late of Denniz deceased with all the previleges unto the said Ceder Swamp belonging

To have and to hold the aforegranted Premises, with all the privileges and appurtenances to the same belonging, to him the said Joseph K. Baker his — Heirs and Assigns, to him & Them — use and behoof forever. And we the said Joshua Wixon & Paulina Wixon do for ~~myself, my~~ selves Heirs, Executors, and Administrators, do hereby covenant with the said Joseph K. Baker his —— Heirs and Assigns, that in pursuance of the order aforesaid, we gave public notice of the said intended sale, in manner aforesaid, and that we took the oath and gave the bond by law required, previous to fixing on the time and place of sale.

In witness whereof, we the said Joshua Wix & Paulina Wixon Administrators as aforesaid, have hereunto set our Hands, and Seals, this twenty fourth day of December — in the year of our Lord one thousand eight hundred and Fifty nine

Signed, sealed and delivered, in presence of

J. K. Baker Jr

Joshua Wixon

her
Paulina X Wixon
mark

Barnstable ss. December 24th A. D. 1859. Then personally appeared the above-named Joshua Wixon & Paulina Wixon Administrators, and acknowledged the foregoing instrument to be their free act and deed.

Before me.

J. K. Baker Jr } JUSTICE OF THE PEACE.

Deed
Joshua Wixon & another
Adm to
Joseph R. Baker

Chandler Swinney
Ezra Wixon
Est

Paid 65.

Barnstable ss. December 31. 1859. Received and is Recorded with the Record of Deeds in Book 71. on Page 30. Attest Fredk Scudder Register

EXPENSES OF THE
TOWN OF DENNIS,
FOR THE YEAR ENDING JANUARY 1, 1865.

Poor in Alms House.

Alpheus Baker, supplies, 1863, . .	$243 06
Andrew Whelden, do . . .	30 28
Enos Sears, do 1863, . .	67 00
Kelley & Sears, do . . .	53 05
Susan H. Nickerson, do . . .	8 93
S. & S. H. Paddock, do . . .	20 60
David P. Howes, do . . .	20 25
J. A. & R. G. Baker, do . . .	14 48
Joseph F. Thacher, do . . .	5 71
Kimbal Howes, do . . .	2 36
Uriah H. Crowell, do . . .	120 20
J. C. Howes, do . . .	69 00
Elijah Baxter, do . . .	17 43
Zebina Howes, Jr., do . . .	41 06
Howes Chapman, do . . .	11 98
James S. Howes, do . . .	31 93
James Baker, do . . .	19 14
Obed P. Baker, do . . .	2 50
Reuben Baker, do . . .	12 00
James Booth, do . . .	38 16
" " keeping Alms House 1 year, .	170 00
Alfred Swift, medical attendance 1 year, .	20 00
	$1018 52

Town Officers' and Committees' Fees.

J. C. Howes, Selectman, service and horse-hire, ...	$24 00
Elijah Baxter, " " " .	13 03
Alvan Small, " " " .	12 97
Isaiah Nickerson, Town Clerk, extra services, postage, etc., ...	29 33
Isaiah Nickerson, " " recording births and deaths, 1863, . . .	49 90
C. M. Hulbert, School Committee, 1862, .	25 77
James S. Howes, " " 1863, .	20 57
Thos. Howes, Jr., " " " .	18 29
" " " " 1864, .	20 60
Alvan Small, " " . .	5 83
Obed Nickerson, Fish Committee, 1863, .	3 50
" " " " 1864, .	12 00
Seth T. Whelden, " " " .	10 00
Seth Crowell, committee fees, . .	5 39
Edward E. Crowell, committee fees, . .	4 45
J. C. Howes, Selectman service $39 82, Assessor $22 50, Overseer of poor $5, copying valuation books $16 47, .	83 79
J. C. Howes, horsehire, . . .	12 79
Alvan Small, Selectman $23 40, Assessor $22 50, copying valuation $16 47, Overseer of the poor $5, . .	67 37
Alvan Small, horsehire, . . .	12 17
Elijah Baxter, Selectman $29 03, Assessor $21 00, Overseer of the poor $5, .	55 03
Elijah Baxter, horsehire, . . .	12 93
N. Y. Hall, collector of taxes, north side, '63	135 54
Jona. Bangs, " " south side, and constable fees, . . .	100 46
Isaac Burgess, tending hearse to Feb. 1864,	1[illegible] 20
	$754 91

Volunteer Expenses.

J. C. Howes, services for the year and horse-hire, ...	$90 83
Alvan Small, " " " " .	205 43
Elijah Baxter, " " .	26 65
Nathan Baker, " in aid of Selectmen, .	11 60
Carlton Howes, " as committee, . .	10 00
Barnard O'Neil, " " " . .	17 50
Paid for medical examination of recruits, .	150 74
" Justices' bill for oaths administered, .	5 00
" transportation and rations of recruits, bills of board and transportation of recruiting officers, telegrams, postage, express, etc., etc., . . .	326 60
	$844 40
" by the United States, as per cr., in Treasurer's account, . . .	639 65
Balance, ...	$204 75

State Aid.

Amount paid out in 1864, . . .	$1349 35

Volunteers

ENLISTED AND CREDITED IN MILITARY AND NAVAL SERVICE.

Quotas under call of Oct. 1863, and Feb. and March 1864, . . .	111
Quotas under call of July 1864, . .	57
Excess Dec. 15, 1864, . . .	47
Total, ...	215

Poor out of Alms House.

Alvan Small, supplies to Freeman Rogers, 2d,	$4 00
Alpheus Baker, do " " .	12 00
Job Chase & Co., do Wid. Phelan, .	6 55
Joseph Baker, do " " .	7 50
Joshua P. Wixon, do " " .	13 85
Alpheus Baker, do Polly Chase, .	10 00
J. C. Howes, do Olive Hefler and fm'y	32 13
Stephen Howes, do " " " .	3 00
Frederick Hall, do " " " .	1 60
Josiah Nickerson, do " " " .	5 00
Joshua Howes, do " " " .	13 00
Howes Chapman, do " " " .	92
Jon. H. Tobey, do " " " .	15 00
J. C. Howes do M. Y. Howes and fm'y	68 40
Nathan Hall, do " " " .	23 62
Thomas Howes, do Joshua Howes, 2d, .	52 00
Howes Chapman, do " " " .	15 38
Thomas Howes, do Lavinia Howes, .	26 00
Howes Chapman do " " .	6 87
Town of Barnstable, supplies to Stillman Baker, ...	5 50
Joseph H. Parker, supplies to Chas. Baker's family, ...	19 40
Kelley & Sears, supplies to Alvin Howland,	12 95
Nath'l Sears, funeral expenses of Alvin Howland, ...	12 50
State Lunatic Hospital, Taunton, boarding Olive B. Baxter, . . .	120 72
Freeman Sears, supplies to Rachael Sears,	26 00
Benjamin Sears, do Bethiah Crowell,	13 00
Remark Wixon, do Rich. Davis' fm'y,	10 75
Alvan Small, do " " .	8 00
Jonathan Bangs, do Wid. of J. Bangs,	34 75
J. Howes and oths, do R. H. Bird, .	6 43
Uriah H. Crowell, do Hannah West, .	12 80
N. Hall and oths, do Emily Hines, .	26 19
David Howes, do Hope Howes, .	35 80
Kelly & Sears, do William Page, .	12 00
Joseph Baker, do N. Marchant's fm'y	10 15
Joshua P. Wixon, do James M. Terry,	20 05
	$703 79

Miscellaneous.

George Marston, advice to town officers, 1863,	$15 00
Chas. F. Swift, printing and advertising, .	38 50
Two yrs. rent of land for pound, north side, .	2 00
" " " " south " .	2 00
Stationery, blank books, postage, express and telegrams, ...	21 64
Aaron Crowell, removing standard, . .	1 00
Joseph F. Thacher, repairing hearse, .	1 37
George L. Davis, stove for Alms House, .	11 95
James S. Howes, books to destitute children,	1 39
Harrison G. Alexander, repairs of Alms House and Town House, . .	20 48
Anna L. Small, damage to carriage and harness on S. P. Bridge, . .	7 75
Paid railroad, bill of transportation of recruits in 1862, ...	17 17
	$140 25

Roads, New and Old.

Phineas Wixon, repairs on roads, District 8,	$2 10
James Small, Jr., land damage on petition of J. Small, Jr., and others, . .	1 00
Wid. Edith Kelley, land damage on petition of J. Small, Jr., and others, . .	2 83
S. B. Howes and oths. labor on roads, Dist. 7,	22 46
" " clearing snow, " 7.	6 60
R. Burgess " labor on roads, " 9,	5 47
" " clearing snow, " 9.	4 13
William G. Matthews, labor on roads, " 5,	21 72
Coleman Nickerson, " " " 5.	17 72
Elijah Baxter and oths., " " " 5.	16 28
" " " " " 4,	65 59
" " clearing snow, " 4 & 5,	9 04
R. Rogers and oths., labor on roads, " 2,	19 89
Otis Baker " clearing snow, " 3,	11 14
Arunah Small " labor on roads and bridges, Dist. 3, ...	52 70
Amos Baker and others, labor on roads and causeway, Dist. 6, ...	54 03
Amos Baker and oths., clearing snow, Dist. 6,	1 88
Edmund Sears " labor on roads, " 11,	6 03
Dan'l Crowell " " " " 11.	121 26
" " " clearing snow, " 11.	11 22
Jas. S. Howes, " " " " 12,	11 18
" " " labor on roads, " 12.	130 22
Thomas Hall " " " " 13,	102 71
" " " clearing snow, " 13.	12 50
Abijah Howes " " " " 14,	14 53
" " " labor on roads, " 14.	145 88
Luther Sears " " " " 10,	21 85
" " " clearing snow, " 10.	5 55
	$897 01

Remittance of Taxes.

David Seabury, wrong tax, . . .	$2 00
Charles C. Chapman, wrong tax, . .	2 00
Abner Hall, remittance, . . .	5 67
Jonathan Bangs, collector, sundry persons, .	52 39
	$62 06

Division of School Money.

	Town Grant.	State Fund.	Total.
District No. 1,	$82 00	$3 85	$85 85
2,	210 60	21 85	232 45
3,	205 40	23 23	228 63
4,	134 40	21 16	155 56
Union, W. Dennis,	85 00		85 00
District No. 5,	102 20	13 57	115 77
6,	119 20	9 20	128 40
9,	489 60	54 51	544 11
10,	61 60	3 45	65 05
11,	255 00	23 92	278 92
13,	255 00	24 38	279 38
	$2000 00	$198 72	$2198 72

JOSHUA C. HOWES, } Selectmen
ALVAN SMALL, } of
ELIJAH BAXTER, } Dennis.

State of the Treasury.

DR,

To balance due the town at last settlement, .	$7587 85
Received of Edward Baker, liquor agent, .	21 62
" on note, Cape Cod Bank, . .	3000 00
" from Ins. estate Frederic Nickerson,	12 65
" " Mass. School Fund, . .	198 72
" " sale Swan Pond Island, .	26 00
" on note, Bank Cape Cod, . .	4000 00
" " Barnstable Bank, .	5500 00
" " Bank Cape Cod, . .	3000 00
" board Assessors on District Tax, .	2 00
" of State Treas. for expense of recruiting volunteers, . . .	639 65
" from fisheries, Follins' Pond, .	270 00
" " State, State Aid paid out in '63,	935 06
" " R. Bird, supplies furnished, .	6 33
" " J. C. H., buildings sold, .	15 00
" " sale old bridge plank, .	1 00
" " fisheries in Swan Pond, .	3 00
Essessments for the year 1864, . .	23715 87
	$48934 75

CR.

Amount town orders examined and destroyed,	$22411 10
Cash paid note Bank Cape Cod, . .	2915 00
Cash paid interest on note to Barnstable Bank and stamp, ...	242 00
Cash paid interest on note to Bank Cape Cod and stamp, ...	90 90
Cash paid interest on note to Barnstable Bank and stamp, ...	36 36
Cash paid interest on note to Bank Cape Cod and stamp, ...	121 20
Cash paid interest on note to Barnstable Bank, with exchange, and stamp, . .	195 25
Cash paid interest on note to Bank Cape Cod and stamp, ...	91 50
Cash paid interest on note to Elijah Baxter, and stamp, ...	72 00
Cash paid note Bank Cape Cod, . .	3000 00
Cash deposited in State Treasury for recruiting purposes, ...	1875 00
Cash paid State tax, 1864, . . .	3456 00
Cash paid note Barnstable Bank, . .	1200 00
" " " " . .	1200 00
Cash paid County tax, . . .	887 79
Committee's fees and entertainment, . .	20 00
Balance due the town at this date, . .	11120 65
	$48934 75

DR. The town owes Barnstable Bank, .		$9500 00
" " Bank Cape Cod, .		7000 00
" " Elijah Baxter, .		1200 00
Outstanding orders at date. . .		3001 05
		$20701 05
CR.		
Bal. in collectors' hands and treas'y,	$11120 65	
State Aid paid out and due, .	1349 35	
Cash in State Treasr's hands, vol. fund	1500 00	
Corporation tax, estimated .	1600 00	15570 00
Town in debt, . . .		$5131 05

MILLER W. NICKERSON, }
THOMAS HALL, } Committee.
JOSHUA WIXON, }

Dennis, January 12, 1865.

84.

Sold by C. K. DARLING, Law Stationer,
15 Exchange Street, Boston.

QUIT-CLAIM.

Know all Men by these Presents,

That We Sylvester Baker, Henry H Fisk and Isaiah B Hall. Overseers of the Poor of the Town of Dennis In the County of Barnstable and State of Massachusetts

IN CONSIDERATION OF $32 Thirty two Dollars paid by Joseph B Kelley of said Dennis

the receipt whereof is hereby acknowledged, do hereby sell and convey remise, release, and forever QUIT-CLAIM, unto the said Joseph B Kelley and his heirs and assigns forever A certain piece of [illegible] Land situated in said Dennis "at Dennis Port so called" bounded and described as follows to wit:

On the West by land of Joseph Baker
On the North by land of Hepsebeth E Kelley and land conveyed by us this day to Osmus Nixon.
On the East by land of Joseph H. Baker and Nehemiah Nixon
On the South by land of Joseph H Baker, Nehemiah Nixon and unknown parties.

Said piece estimated to contain about two and one half acres more or less. the above described lot being a portion of the Real Estate conveyed by Phineas Nixon to the Overseers of the Poor of the Town of Dennis by Warranty Deed dated February 25 1884

TO HAVE AND TO HOLD, the above released premises, with all the privileges and appurtenances to the same belonging, to the said grantee and his Heirs and Assigns, to their use and behoof forever.

AND We the said grantors as Overseers for ourselves and our Heirs, Executors and Administrators, do covenant with the said grantee and his Heirs and Assigns, that the premises are free from all incumbrances made or suffered by us the said Overseers of the Poor of the Town of Dennis and that we will and our Heirs, Executors and Administrators, shall WARRANT AND DEFEND the same to the said grantee and his Heirs and Assigns forever, against the lawful claims and demands of all persons claiming by, through or under us as said Overseers of the Poor but against none other.

IN WITNESS WHEREOF, the said Sylvester Baker Henry H Fisk and Isaiah B Hall as Overseers of the Poor of the Town of Dennis in token of our release of all right and title ~~of or to both dower and homestead~~ in the granted premises, have hereunto set our hands and seal this twentieth day of April in the year of our Lord one thousand eight hundred and eighty four.

Signed, sealed and delivered, in presence of

Sylvester Baker
Henry H Fisk
Isaiah B. Hall

Barnstable ss. Apr 23 1884.

Then personally appeared the above-named Sylvester Baker, Henry H Fisk & Isaiah B Hall and acknowledged the above instrument to be their own free act and deed; before me,

Chas G Baker
Justice of the Peace.

Barnstable ss. Nov. 28 1884
at 8h. 30 m. A. M.
Received and entered with
Barnstable Co.

Deeds, Lib. 163 Fol. 46

Attest Asa E. Lovell Register

14

Quit-Claim Deed.

Estate J. W. Dennis

From Overseers of the Poor of Dennis

To Joseph B. Kelley

Dated April 14th 18[illegible]4

Land of Phineas Nixon

Rules and Articles

OF THE

BARNSTABLE COUNTY MUTUAL FIRE INSURANCE COMPANY.

ARTICLE 1st. Each person, or company by its agent, insured in this society, shall be considered a member hereof, and shall be holden to pay such losses, and be entitled to such benefits, as are expressed in this agreement.

Membership.

ART. 2d. The powers of this company shall be exercised by a President and four Directors. Five Directors shall be chosen by ballot, at the annual meeting on the first Tuesday of August. They shall choose a President who shall be of their own number. All the officers of this company shall receive a reasonable compensation for their services.

Officers.

ART. 3d. No person shall act as President, Director, or Treasurer in this company, unless he be a member hereof.

ART. 4th. The President and Directors shall superintend the prudential concerns of the Company, and shall have the management and direction of all matters and things, not otherwise provided for in these regulations. They shall have power also, and it shall be their duty, to appoint a Secretary, who shall also be Treasurer, and to compensate him for his services; to hire an office in such place, upon such terms, and to furnish it with stationary and such furniture as they shall think proper; to reward such persons as may distinguish themselves by extraordinary exertions or services in extinguishing fires; to offer premiums for the encouragement of vigilance and activity, provided no sum thus given shall exceed $10. It shall also be their duty, at each annual meeting, to report to said Company a correct statement of all their funds. They shall meet at the Company's office on the first Tuesday of August, November, February and May, and at such other times as they shall judge necessary. A majority shall constitute a quorum for business, and in case that number should not assemble, the Secretary shall adjourn the meeting from day to day, or from week to week, and shall notify the President and Directors accordingly.

Duties of the President and Directors.

Meetings of Directors.

ART. 5th. The Secretary shall receive all monies paid, or securities given in conformity to the provisions of the 17th, 20th and 21st Articles, and all other monies due the Company, and hold the same subject to the order of the President and Directors. It shall likewise be the duty of the Secretary to keep the books and accounts, fill up and record all policies, countersign policies and checks, to notify all meetings of the President and Directors, and to attend the same and keep a fair record of their doings, which shall be open to all the members of the Company.

Duties of the Secretary.

ART. 6th. In the absence of the President or Secretary, on account of sickness or other cause, the Directors shall appoint some one to perform the duties of his office, during his absence, or until the next annual meeting of the Company.

Absence of President or Secretary.

ART. 7th. There shall be a meeting of this Company annually at their office, on the first Tuesday of August, at 2 o'clock in the afternoon. Ten members being present, shall constitute a quorum for doing business. All questions shall be decided by a majority of votes, each member having as many votes as he has policies, and may vote by proxy.

Annual meeting.

ART. 8th. A general meeting shall be called by the President and Directors, on application made to them in writing by ten members. Notice of such meeting shall be given two weeks successively, in all the newspapers printed in the County of Barnstable. And all other meetings of the Company shall be notified in like manner.

Special meeting.

ART. 9th. All policies which may issue from this Company, to cover property previously insured, shall be void, unless such previous insurance be endorsed on the Policy at the time it issues; and when a subsequent insurance shall be made by any other Company, or by any other person, on property insured in this office, it shall annul the Policy, and the premium shall be forfeited to this Company. Also, when the insured shall alter or enlarge a building, or appropriate it to other purposes than those mentioned in the policy, so as to increase the risk, the same shall become void. But in case the insured shall alter, enlarge, or change the use of a building insured, so as to increase the risk, and shall, within thirty days from such alteration, enlargement, or change of appropriation, give notice thereof to the Secretary, the policy may be renewed by the Directors, on such terms as they may deem equitable.

Previous or subsequent insurance.

ART. 10th. When any mansion or other building shall be alienated by sale, or otherwise, the policy shall thereupon be void; unless the grantee or alienee shall have the policy assigned to him, by an endorsement thereof, and shall within thirty days give notice of such assignment to the Secretary, and cause the same to be recorded in the books of the Corporation; which assignment, from the time that notice is given as aforesaid, shall give the assignee all the benefits resulting from said policy. And when any estate mortgaged shall be taken possession of by the mortgagee, for the breach of the condition expressed in the mortgage deed, or in any bond of defeasance, the policy shall thereupon be absolutely void, unless the policy shall be transferred to the mortgagee, with the consent of the President.

Sale and mortgage.

ART. 11th. When buildings or other property insured shall be alienated by sale or any other means, the insured may surrender his policy or policies, and receive back his deposit note; but the premium returned shall be at the same rate as on other policies expiring at that time; provided, that no greater sum shall be repaid than was originally paid by him for premium. And that the Company and the insured may have mutual rights, the Company reserve the right of cancelling this policy, at any time when a majority of the Directors shall deem there is sufficient cause therefor; giving ten days notice thereof to the insured, who, in such case, shall be entitled to receive the premium money and deposit note; subject, however, to the losses and expenses of the Company, and entitled to his proportion of the gain.

Surrender of policies and cancelling.

ART. 12th. Not more than three fourths of the value of any building shall be insured by this Company, and as much less as the insured may choose; nor shall any kind of cotton or woollen factories be insured by this Company.

Sum insured.

ART. 13th. No property shall be insured except upon an application in writing, in which each building must be separately valued and described. The Company assume the risk of fire on buildings insured by them, while undergoing necessary repairs; but do not take the risk while alterations are making, unless notice thereof is given, and such premium be paid as the President and Directors may require. The mere change of tenants, when no change of occupation takes place, shall not affect the policy.

Application.

Necessary repairs.

ART. 14th. No alteration in terms of insurance shall be made, on account of a building's being made more or less hazardous by means not under the control of the insured.

Hazard.

ART. 15th. Each member sustaining loss by fire, shall certify the same in writing to some one of the Directors, within six days, and before any repairs are made.

Losses.

ART. 16th. Each policy shall be for a term not less than one, nor more than seven years, and shall expire at twelve o'clock, at noon, on the last day of the term agreed upon, to be computed from and after twelve o'clock at noon, *of the first day of the month*, in which the policy may be dated.

Term of policy.

ART. 17th. Each person or company, by its agent, upon the execution of his, her, or their policy or policies and before the same shall be delivered, shall pay to the Secretary such premium, and make such deposit, as the President and Directors shall from time to time determine.

Premium and deposit.

ART. 18th. The premium of insurance shall, in every case, be paid in money, at the delivery of the policy; and the insured shall also secure, in such manner as the President and Directors shall prescribe, a sum as a deposit, equal to twice the amount of such premium, to meet with such losses as may accrue to the Company, by the destruction of any building, buildings, or moveables.

ART. 19th. In case the Directors shall require the payment of any security given as deposits, or any part thereof, and payment shall be neglected for more than thirty days after such requirement, the delinquent's policy shall cease and determine, until payment shall be made, with interest, and such reason given for the neglect as shall be satisfactory to the Directors.

Neglect to pay deposit.

ART. 20th. Each person or Company insured, shall pay for each policy, seventy-five cents, and for each transfer, or endorsement, twenty-five cents.

Fees.

ART. 21st. No policy shall be issued from the Company's office to an agent or attorney, until such agent or attorney's power be entered on the books of the Company, paying therefor a fee of seventy-five cents.

ART. 22d. The absolute funds of this Company shall be, and hereby are, appropriated as follows, namely: First, to pay all charges; second, to pay all losses, happening during the existence of policies, provided the same would exceed five per cent. on sums insured, unless it should be proved that the insured purposely burned the property, or neglected to extinguish the fire when burning; third, to be disposed of agreeably to the provisions of the 11[illegible] Article; fourth, the residue of said funds shall be refunded to each member, his, her, or their heirs, at the expiration of his, her, or their policy or policies.

Funds.

ART. 23d. The residue of the absolute fund, not demanded within one year from the expiration of the policy or policies, or the deposit money, not demanded within one year from the time the said policy or policies shall become void, shall be forfeited, and become the property of the Company.

Funds not demanded.

ART. 24th. The President and Directors may liquidate and adjust the damages sustained by any person or persons insured, in such way as, in their opinion, shall be for the interest of the Corporation; and, if necessary, refer the question of damages, in case of a total or partial loss, to referees mutually chosen by the Directors and the insured; the report of said referees to be conclusive.

Adjusting losses.

ART. 25th. The foregoing Rules and Regulations may be amended or altered at any annual meeting of the Company, by giving previous notice of the same. And no amendment or alteration shall be made, without the concurrence of three fourths of the members present.

Amendments.

AMOS OTIS, SECRETARY.

Mr. Augustine Heard
Present.

.26

Brewster Jan 26th 1879

Doct Pineo

Dear Sir It affords me pleasure to introduce to you, Mr Luther Hall of North Dennis. who desires to communicate with you relative to a pension claim.

Mr Hall is gentleman of influence, in good social standing, has a character & reputation second to none in the community in which he resides

You may place implicit confidence in any statement of fact he may make

Yours very truly

S. H. Goulds

Horses.

The Horse is a noble animal and when well trained and kindly cared for. will perform much valuable service. much of the farm work is performed by horses. the Merchant. Machanic and Manufacturer. and finally all classes in the community have use for the horse. but like most every good thing they are often abused by bing over loaded and over drove and left to stand out in the cold. which brings on disease and often ruin the best horses. it is not only the loss of the animal. but it is cruel and wicked to abuse any creature because you have it in your Power

N J Chapman

~~[illegible]~~

N. E. Chap[illegible]

Head-Quarters Military Dist. No. 49.
DENNIS, April 24, 1865.

GENERAL ORDER NO. 1

You are hereby ordered to appear at the Town House, in Dennis, on SATURDAY, April 29, 1865, at 3 o'clock, P.M., for the purpose of electing First and Second Lieutenants in the Militia Company in District No. 49.

For non-appearance at the above election, you will be subject to the fine prescribed in the Militia Law.

By Command of Captain LUTHER HALL.

JOSEPH W. HALL, Acting Serg't.

For Representative 2d Barnstable Dist.—

89.

LUTHER HALL,

OF DENNIS.

For Representative 2nd Barnstable Dist.

LUTHER HALL,

OF DENNIS.

For Representative 2d Barnstable Dist.

LUTHER HALL,

OF DENNIS.

30.1

Capt. & Mrs. James P. Cotelle

Request the pleasure of your company, at the

Marriage of their Daughter,

Thursday Eve'g, Dec. 19, at 8.30 o'clock.

Dennis, Mass.

John G. Thacher, Hannah S. Cotelle.

1878.

30.2

Mr. & Mrs. Jesse Hall

Request the pleasure of your company, to witness
the marriage ceremony of their daughter,
Wednesday Evening, March 12th, 1873,
at 7½ o'clock.

Dennis, Mass.

30.3

Mr. & Mrs. Stephen Homer,

Request the pleasure of your company, at the

marriage of their daughter

Minnie C. Homer and Henry H Sears.

Thursday Evening, February 17th 1870.

CEREMONY AT 8 OCLOCK,

East Dennis.

30 4

Mr. & Mrs. Jeremiah Howes

Request the pleasure of your company at the marriage ceremony of their daughter,

Thursday Evening, March 26th, 1874,

At eight o'clock.

Southworth H. Nye. **Annie W. Howes.**

DENNIS

3r 5

Mr. & Mrs. James S. Howes,

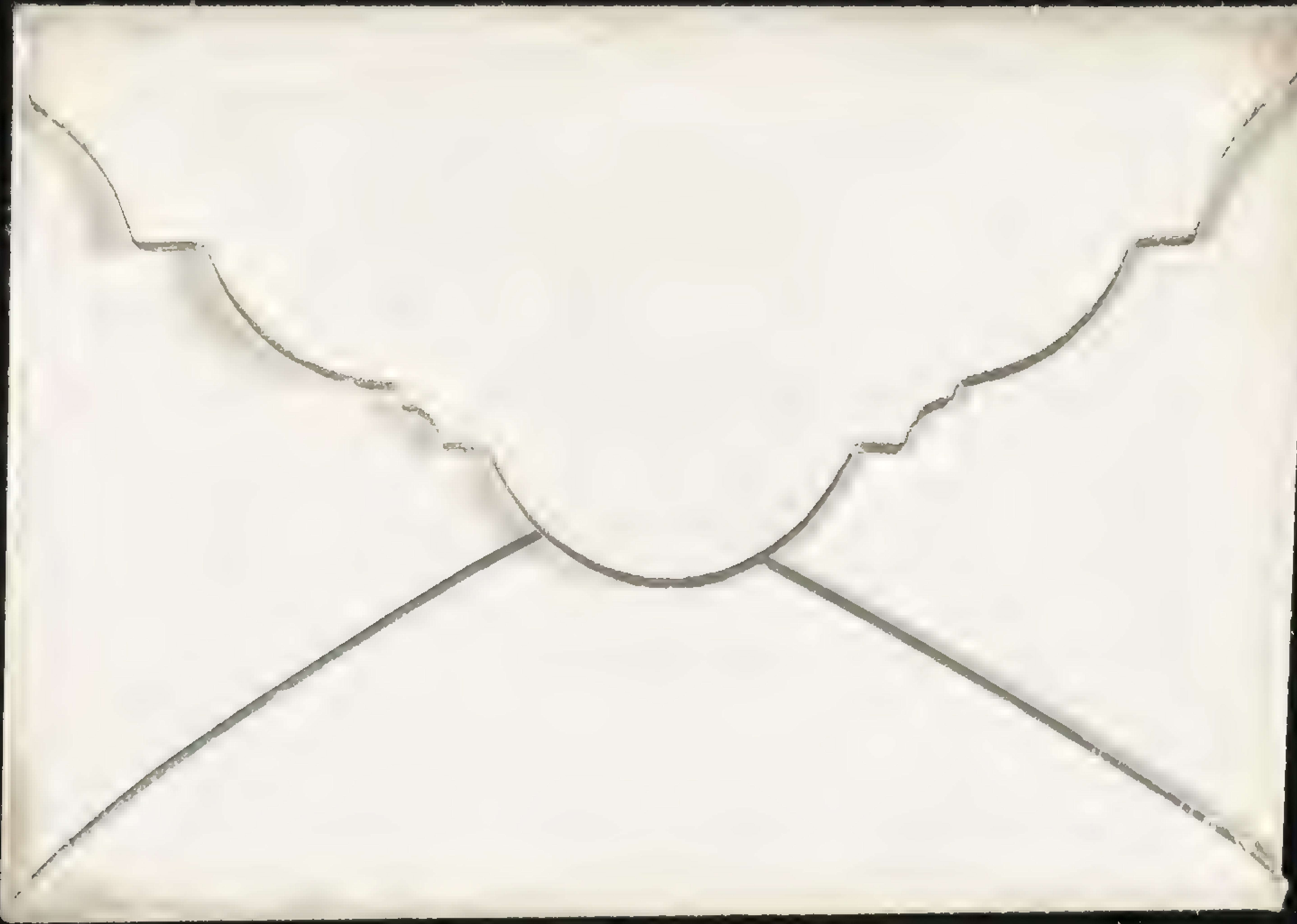
Reception,

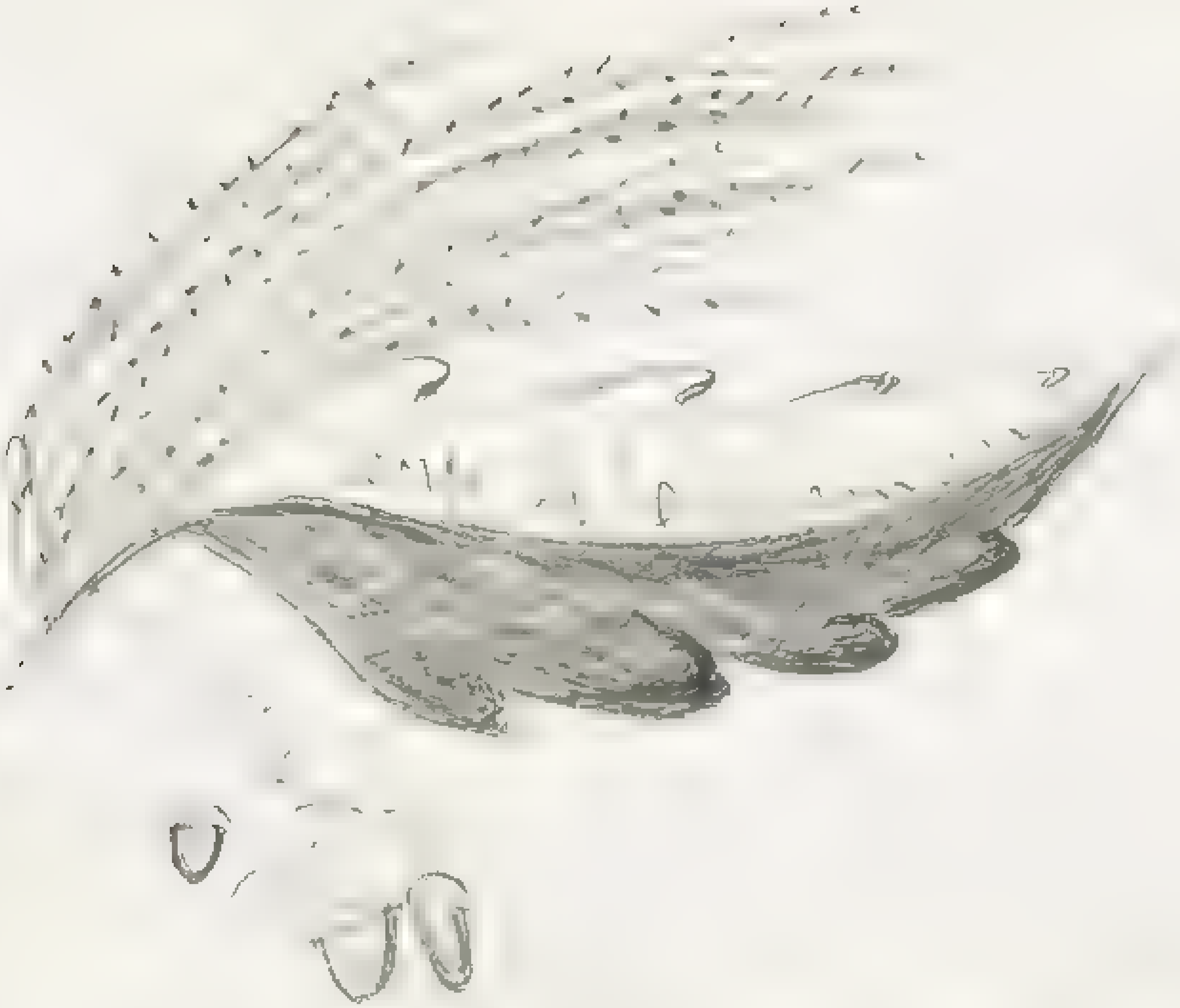
Wednesday September 7th. at 8 o'clock.

East Dennis, Mass.

31.

Prof. E. J. Chapman.
Toronto.





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Mr. & Mrs. Joshua Crowell, Jr.

East Dennis.
Mass.

Margarette J. Homer.

East Dennis.

3-7

M^{r} & M^{rs} Wm. F. Howes.

Margarette J. Homer.

Margarette J. Homer.

East Dennis.

31-5

Mr. & Mrs. Levi P. Nickerson.

Dennis.

Thankful S. Howes.

81.4

Mr. & Mrs. Luther Hall